

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

SHAUNA BARNARD, an individual, on behalf of herself and all others similarly situated, all other aggrieved employees, and on behalf of the general public,

**Plaintiff,**

V.

COREPOWER YOGA LLC, a Colorado Limited Liability Company, and DOES 1 through 50, Inclusive,

Defendant.

Case No. 4:16-cv-03861 (HSG)  
HON. HAYWOOD S. GILLIAM, JR.  
Courtroom: 2 – Oakland Courthouse, 4<sup>th</sup> Fl.

## CLASS ACTION

## **FINAL JUDGMENT**

1 Having reviewed and considered all the briefing filed with respect to Plaintiff's Motion  
2 for Final Approval of Class Action Settlement (Dkt. No. 42) and Plaintiff's Motion for Fees and  
3 Costs (Dkt. No. 40), along with the oral argument presented during the final fairness hearing held  
4 on February 15, 2018, the Court Granted final approval and granted in part Plaintiff's Motion for  
5 Fees and Costs, collectively in an Order entered February 21, 2018 (Dkt. No. 45) and now enters  
6 Judgment as follows:

7 1. In accordance with Rule 23(d) of the Federal Rules of Civil Procedure and the  
8 requirements of due process, all members of the Settlement Class have been given proper and  
9 adequate notice of the Settlement.

10 2. The Agreement has been granted final approval pursuant to Rule 23(e) of the  
11 Federal Rules of Civil Procedure because it is fair, adequate, and reasonable to those it affects; it  
12 resulted from vigorously contested litigation, discovery and motion practice and extensive good-  
13 faith, arm's length negotiations between the parties; and it is in the public interest. (Dkt. No. 45);

14 3. The Parties to the Agreement are directed to consummate the Agreement in  
15 accordance with its terms.

16 4. The Court approved the settlement amount of \$1,400,000, including payments of  
17 attorneys' fees in the amount of \$420,000; costs in the amount of \$19,864.77; claims  
18 administration fees in the amount of \$12,878; and an incentive fee for the named Plaintiff in the  
19 amount of \$8,000 (Dkt. No. 45).

20 5. The Litigation as between the Named Plaintiff and the Settlement Class Members  
21 on the one hand, and CorePower Yoga on the other hand, is DISMISSED WITH PREJUDICE  
22 and without costs to any Party , other than as specified in the Agreement and Order (Dkt. No.  
23 45).

24 6. In consideration of the Class Settlement Amount, and for other good and valuable  
25 consideration, each of the participating Settlement Class Members shall, by operation of this  
26 Judgment, have fully, finally, and forever released, relinquished, and discharged all settled  
27 claims against CorePower Yoga in accordance with Sections 22, 23 and 53 of the Agreement.  
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1           7. This Judgement is the Final Judgment in the suit as to all Settlement Class  
2 Members' Released Claims.

3           8. Without affecting the finality of this Judgment in any way, this Court retains  
4 jurisdiction over (a) implementation of the Settlement and the terms of the Agreement; (b)  
5 distribution of the Settlement to the Class, Class Counsel, the Class Representative, and the  
6 Administrator; and (c) all other proceedings related to the implementation, interpretation,  
7 administration, consummation, and enforcement of the terms of the Agreement and the  
8 Settlement, and the administration of Claims submitted by Settlement Class Members. The time  
9 to appeal from this Judgment shall commence upon its entry.

10 **IT IS SO ORDERED.**

11           Dated: April 27, 2018



Hon. Haywood S. Gilliam, Jr.

13           United States District Judge

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